

Signed Agreement and Financial Summary

OCCUPANCY AGREEMENT Between DEPARTMENT OF HEALTH & HUMAN SERVICES (7500) And GENERAL SERVICES ADMINISTRATION

ATX09710	Draft	Version:	6	Date Last Modified:	06-Sep-2018
TX8002TG				Add land and update clauses	

DEPARTMENT OF HEALTH & HUMAN SERVICES (Code 7500) will occupy 0.00 usable (0.00 rentable) square feet of space and 0 structured parking spaces and 0 surface parking spaces at USBS MARCELINO SERNA TORNILLO SITE (TX8002) located at 1400 Lower Island (Fm 1109) Road, TORNILLO, TX, for a period of 4 months commencing on or about 09/06/2018.

DEPARTMENT OF HEALTH & HUMAN SERVICES (Code 7500) will pay the General Services Administration rent in accordance with the attached page(s). The rental will be adjusted annually for operating cost.

DEPARTMENT OF HEALTH & HUMAN SERVICES (Code 7500) will pay the General Services Administration additional rent for prorated share of joint use space associated with this location, if any.

Additional/reduced services are shown on the attached Occupancy Agreement Financial Summary.

Mandatory Clauses

Promoting Efficient Spending

Reduce the Footprint

The Office of Management and Budget Memorandum, "Promoting Efficient Spending to Support Agency Operations" issued on May 11, 2012 and Management Procedures Memorandum issued on March 25, 2015, have established a Reduce the Footprint policy for executive agencies. DEPARTMENT OF HEALTH & HUMAN SERVICES is responsible for making sure their space request is consistent with any applicable square foot reduction targets and can contact TotalWorkplace@gsa.gov for help developing agency-wide space design standards that optimize their space usage.

Federal Specific Mandatory Clauses

Alterations by Tenant Agency

The tenant agency agrees that it will undertake no alterations to the real property governed by this OA without prior approval from PBS.

Building Services

Building services to be provided are outlined in the PBS Real Property Customer Guide. Additional or upgraded services beyond those identified are provided by PBS on a reimbursable basis. Charges for certain recurring reimbursable services may be billed on the PBS Bill. Recurring charges for overtime utilities, enhanced custodial services, mechanical O&M HVAC, mechanical O&M Other and additional guard services are eligible for billing on the PBS Bill provided the tenant agency has been designated as a

"participating agency". The charges must be initiated by the tenant agency and renewed annually. The recurring RWA processing fee will be assessed against each service billed.

Federal Construction

In the case of Federal construction, the parties agree that PBS is responsible for providing the funds necessary to acquire land (if appropriate), design and construct the building shell, and fund the tenant agency's tenant improvement allowance. The tenant agency is responsible for any tenant improvement costs in excess of the tenant improvement allowance. The parties further agree that savings or cost over-runs on the acquisition of land or the design and construction of building shell will not result in increases or decreases in the tenant allowance amount, except in the case of prospectus level projects, where bids for the construction of the shell are over the approved budget. In this case, it is permissible to lower the tenant allowance in order to increase the shell budget, but only with approval of the tenant agency. The tenant agency can appeal to the PBS asset manager in cases in which the agency's assigned tenant improvement allowance is inadequate to provide basic functionality for the space.

Federal Rent Charges

Federal rental charges will consist of a shell rent plus amortized tenant improvements, if applicable. There may be additional charges for operating expenses, security, joint use, parking, and other space items such as antennas. In 2017, GSA transitions to 10-year rates for occupancies in buildings where new appraisals are available. OAs will be transitioned to a 10-year rate as the current shell rate terms expire. The shell or "as is" rent will be reset every 10 years. For OAs in a building without a new 10-year appraisal, the shell rate or as is rate will continue to be set for periods up to but not beyond 5 years. These OAs will transition to the new 10-year rate no later than FY22 as their current rate terms expire. In the case of buildings priced on a "Return on Investment" approach, the rent attributable to the original shell improvements will remain level for the duration of the OA. If additional capitalized shell replacements or improvements are made, the Shell Rent rate will be adjusted every 5 years to reflect the additional investment. Charges for operating expenses, joint use space, parking, antennas and security may be adjusted on an annual basis.

Financial Terms

While this Occupancy Agreement (OA) addresses financial terms that cover multiple fiscal years, the parties agree that unless otherwise specified: The tenant agency may relinquish space upon four (4) months notice. Thus, at any future time, the tenant agency's financial obligation can be reduced to four (4) months of rent, plus the unamortized balance of any tenant improvements financed through PBS, plus any rent concession not yet earned. Any free Rent or other concession given at the beginning of the occupancy term must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS. The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations. Any free Rent or other concession given at the beginning of the occupancy term (for all occupancy types) must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS.

The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations.

The tenant's future years obligation to pay Rent is subject to the availability of funds, but the tenant agrees to make a good faith effort to meet its obligations as they arise.

Move Cost Responsibilities

At the end of this OA term, if the tenant cannot remain in the space covered by this OA, the tenant is responsible for funding the physical move to new space. In the event PBS displaces or allows another user to displace the tenant before the expiration of the OA term, PBS must fund, or require the new user to fund,

the tenant's physical move, and relocation of the tenant's telecommunications equipment. PBS must also reimburse, or require the new user to reimburse, the tenant for the undepreciated value of any lump sum payments the tenant made toward tenant improvements and the Rent differential at the new location until the displaced agency has time to budget. The Rent differential is calculated on all elements of Rent except the amortized tenant improvement cost. In the event of a PBS disposal of a building or an approved prospectus project requiring the agency relocation from this space before the expiration of the OA term, PBS will fund tenant agency move costs unless PBS has provided 3 years' written notice of the action. In the event PBS provides 3 years' written notice, the agency is responsible for funding the physical move to new space.

Obligation to Pay Rent

The Tenant agency's obligation to pay rent for the space governed by this OA commences when both of the following occur: the space is substantially complete and operationally functional. Occupancy and rent start will be coordinated with the Tenant.

1. The space is ready for occupancy of personal property, typically the substantial completion date. Substantial completion is signaled by PBS's acceptance of the space as substantially complete in accordance with the general construction contract documents. "Substantially complete" and "substantial completion" mean that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in the general construction contract, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment

. PBS will offer to an authorized representative of the Tenant the opportunity to participate in a walk-through of the space prior to final acceptance of the space as substantially complete by PBS. The authorized representative of the Tenant will make himself or herself available so as to not delay the walk-through of the space. The authorized representatives of PBS and the Tenant will itemize any defects and omissions (D&Os, or "punch list") of the construction project that will need to be corrected prior to final contract payment. Provided that the D&Os are minor matters not materially diminishing use of the space, the authorized representative of PBS, acting on behalf of the Government and its Tenant, will determine substantial completion.

2. The space is operationally functional. Operationally functional means that the building systems included in the general construction contract must function and GSA-provided building-specific safety and security features must be operational. Related space that is necessary for a Tenant to function due to workflow adjacencies must be complete before rent commences

For large projects that entail phased occupancy of the Tenant's space, rent will commence on the individual blocks of space when they are substantially complete and operationally functional. The blocks will be added to the Agency Space Assignment (ASA) incrementally. In the case of phased occupancy with separate ASAs (example, different Agency/Bureau codes), the rent start date for each ASA will occur when the space associated with it is substantially complete and operationally functional.

If there is a substantial punch list for the space that would interfere with the Tenant's full access, occupancy, possession, use and enjoyment of the space, and the Tenant chooses to move in anyway, GSA will negotiate a rent discount with the Tenant while the punch list work is being completed. If after hours work is required, GSA will ensure that adequate security is provided while the contractor is in the Tenant's space.

Once the above 'substantially complete' and 'operationally functional' requirements have been met, rent will commence. GSA does not provide tenant agencies a grace period prior to rent commencement to accomplish the physical move into the space or to allow for the installation of personal property such as phones,

furniture, computers, etc. However, rent should not start until those personal property items that have been included in the General Services Administration's general construction contract, such as telephone and data systems or audio/video systems, are operational unless the Tenant chooses to move into the space pursuant to the preceding paragraph.

Occupancy Agreement Iterations

The parties hereby agree that iterations of OAs prepared before completion of a building design, and before final security/joint use charges are provided, contain preliminary financial terms only. Financial terms in preliminary OAs are estimates for budgeting purposes, and are updated through additional OA versions as business terms evolve throughout the space acquisition. Accordingly, execution by the tenant agency on preliminary OAs constitutes that agency's commitment to the project, and is required prior to PBS awarding any contract for: design, construction/alterations, and/or a lease. Until site purchase or contract award to a design architect, the tenant agency has the right to cancel the proposed project without financial obligation.

PBS Services

The services that PBS provides may be found in the fourth edition of the Pricing Desk Guide. Unless PBS provides otherwise in writing, the cost of these services is included in PBS's rents and fees. Any services beyond those identified in the Pricing Desk Guide are provided by PBS for an additional charge.

Payment of Tenant Improvements

The tenant agency must pay for tenant improvements in excess of the allowance by RWA. The tenant agency also has the right to pay lump sum for tenant improvements below the allowance threshold. The ability to make lump sum payments below the allowance threshold is only available at assignment inception, and only for the customization component of the allowance in new space. In backfill or relet space, if the tenant can accept existing tenant improvements "as is" or with modifications, the tenant can elect to waive all or part of the general allowance. Further, once the tenant allowance is set, if the agency then wishes to make a lump sum payment for improvements which are charged against the allowance, PBS cannot accept payments below the allowance threshold by RWA.

OA Renewal

In the event of a continued occupancy after expiration with no additional space and with no additional tenant improvements provided, the tenant agency will be financially responsible for an extension of this agreement at the market rates in place at the time of the expiration. The rates and term of the extension will be set according to the policy at the time of the extension. The tenant agency rights to relinquish space as specified in this OA remain in effect.

Replacement Responsibilities

The parties agree that PBS is amortizing through a specific charge in Rent the portion of the tenant improvement allowance the tenant elects to use. The tenant has funding responsibility for replacement, renewal or alteration of tenant improvements. PBS is responsible for replacement and renewal of all building shell elements.

Tenant Agency Move

In the event the space covered by this OA involves a tenant agency move, once a design and construction schedule has been established it must be incorporated into this OA. Once part of this OA, the schedule becomes binding upon the tenant agency as well as upon PBS. Delay in project completion caused by either a) tenant agency failure to meet the review and approval times provided in the construction schedule, or b) tenant changes to project scope, will be borne by the tenant agency. As a consequence of tenant-caused delay, PBS may decline to postpone the scheduled substantial completion date (thereby advancing Rent commencement for the space) by the duration of the tenant-caused delay, on a day-to-day basis; this may result in rent charges at two locations simultaneously for the tenant. Additional direct expenses caused through tenant-caused delay or changes in project scope are chargeable against the tenant allowance; in the event the tenant allowance has been exhausted, the tenant must pay the lump sum cost by RWA. In

summary, the tenant is responsible for the delay claim of the affected contractor and for rent that GSA budgeted to start on the date included in the Occupancy Agreement. If partial occupancy of the building is not possible due to one agency change, that agency is liable for the other tenant's rent who are unable to occupy their space on the date contained in their Occupancy Agreement. The rent start date should be adjusted for delay of occupancy caused by PBS failing to deliver the real property on time. The rent start date should not be adjusted for delay of occupancy caused by a GSA contractor failing to install personal property on time with one exception. For those personal property items that have been included in the general construction contract, such as telephone and data systems, or audio/video systems, and the systems are not ready, the rent start date should be adjusted. Delayed furniture delivery and installation, which is not part of the general construction contract, is not reason for delaying the rent start date. In its role as building owner, PBS may also be the cause of delay. Expenses associated with PBS-caused delay incurred by the tenant, for such things as additional storage for furniture, re-procurement expense, or additional consulting fees, will be credited against the tenant's rent obligation to PBS for the new space. In the case of excusable delay (e.g., force majeure or any other delay the cause of which is beyond the reasonable control of either PBS or the tenant agency), neither PBS nor the tenant agency may pursue the other for the consequences of the delay.

Environmental and Safety Standards and Regulations

The tenant agency will comply with all applicable Federal, State, and local environmental, health & safety laws and regulations, such as but not limited to those issued by the U.S. Environmental Protection Agency (EPA) under Title 40 of the Code of Federal Regulations (CFR); the U.S. Occupational Safety and Health Administration (OSHA) under Title 29 of the CFR; the Federal Management Regulation sections that relate to safety and environmental management (41 CFR part 102-80, subpart B); and all applicable laws and regulations set by State and local regulatory agencies.

Other Mandatory Clauses

Security Services

Beginning in FY 2005, payment for FPS provided Basic and Building Specific Operating Security will be made to the Federal Protective Service (FPS), Department of Homeland Security (DHS) and will be separate from rental payments to GSA (OMB Object Class 23.1). Charges for FPS provided security are determined by, and may be obtained from, FPS.

Optional Clauses

Ad Hoc Clauses

Site Plan

Assigned land area includes approximately 267,056 square feet and further depicted in attached Exhibit A. Assigned land area is subject to change and requires coordination with GSA for further approval.

Additional Terms and Conditions

See Attached Exhibit B

HHS Special Requirements

Reference "HHS ORR Operations Manual IAP 87" dated September 5, 2018 and HHS letter "Proposal to use Tornillo Land Port of Entry To House Unaccompanied Alien Children" dated June 6, 2018.

I agree to the initial terms with the understanding modifications will be made over time.

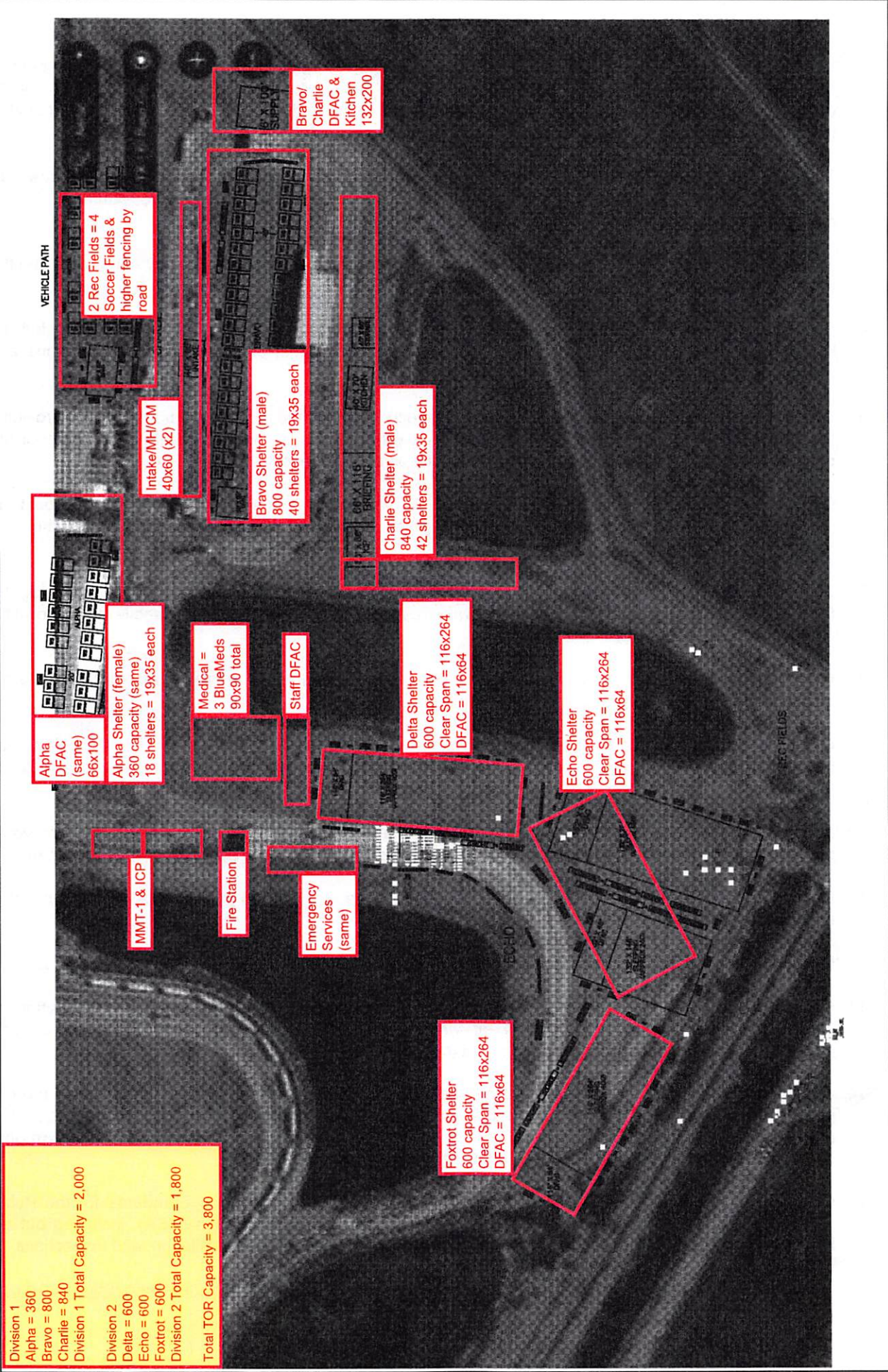
Approved	Approved
Agency Representative <i>R.S. PRATT</i>	GSA Representative e-Signed by Sergio Perez on 2018-09-06
Title <i>FACILITIES DIRECTOR</i>	Title
Date <i>09/11/2018</i>	Date

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7500	DEPARTMENT OF HEALTH & HUMAN SERVICES		Date Last Modified:	06-Sep-2018
	TX8002TG		Other Add land and update clauses	
OA Start Date:	06-Sep-2018		Fiscal Year:	2018 Partial
OA End Date:	31-Dec-2018		Period: 06-Sep-2018 to	30-Sep-2018

	Charge Basis	Monthly Charge	Annual Rate
A. Market Rent SubTotal	0	\$0.00	
10. Rent Charges for Other Space			
Land		\$220.32	
B. Agency Rent SubTotal	0	\$220.32	
C. Joint Use SubTotal		\$0.00	
D. Total Annual Rent (A+B+C)	0	\$220.32	
E. Adjustments SubTotal		\$0.00	
F. Total Rent Bill(D+E)		\$220.32	
G. Total Antenna Bill		\$0.00	
H. Total Reimbursable Services Bill		\$0.00	
I. Total PBS Bill (F+G+H)		\$220.32	
J. LUMP SUM ITEMS			
	Customization Tier	2	
	Amortization Terms (in months)	4	
	PBS Fee is	0%	

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7500	DEPARTMENT OF HEALTH & HUMAN SERVICES		Date Last Modified:	06-Sep-2018
	TX8002TG		Other Add land and update clauses	
OA Start Date:	06-Sep-2018		Fiscal Year:	2019 Partial
OA End Date:	31-Dec-2018		Period: 01-Oct-2018 to	31-Dec-2018

	Charge Basis	Period Charge	Annual Rate
A. Market Rent SubTotal	0	\$0.00	
10. Rent Charges for Other Space			
Land		\$660.96	
B. Agency Rent SubTotal	0	\$660.96	
C. Joint Use SubTotal		\$0.00	
D. Total Annual Rent (A+B+C)	0	\$660.96	
E. Adjustments SubTotal		\$0.00	
F. Total Rent Bill(D+E)		\$660.96	
G. Total Antenna Bill		\$0.00	
H. Total Reimbursable Services Bill		\$0.00	
I. Total PBS Bill (F+G+H)		\$660.96	
	Customization Tier	2	
	Amortization Terms (in months)	4	
	PBS Fee is	0%	



TERMS AND CONDITIONS-OCCUPANCY AGREEMENT ATX09710

EXHIBIT "B"

1. The use and occupancy of the property identified in Exhibit "A" attached hereto made a part hereof shall be under the general supervision of the Regional Commissioner, General Services Administration (GSA), or his/her authorized representative, and subject to such rules and regulations as he/she may prescribe from time to time.
2. The "Tenant Agency" and/or their duly authorized agent(s) and contractor(s), hereinafter known as "Occupant" shall at its own expense, and without cost or expense to GSA provide, purchase, install, maintain and keep the property in good repair and condition.
3. The use to be made of the property shall be limited to that specified in this occupancy agreement and the attached Exhibits "A and B".
4. GSA shall not provide any services to the subject site identified in attached Exhibit A including but not limited to water, sewer, electric, natural gas, waste removal, pest control, custodial, operations and maintenance and security.
5. GSA will not be responsible for any design or construction services to include, but not limited to, providing the infrastructure to connect the main lines such as water, sanitary, and electrical to HHS facility or the construction of their facility or related structures such as security fencing.
6. Occupant shall provide sufficient notification to GSA when/if requesting services and pay the cost, as determined by GSA, of producing and/or supplying any utilities and other services furnished by the GSA for use of the Occupant.
7. Should the Occupant need to connect to any GSA main lines such as water, sanitary, or electrical, the Occupant will install a sub-meter at their own expense whether the Occupant directly pays the utility companies or pays GSA for those services.
8. Occupant shall pay the cost, as determined by GSA of producing and/or supplying any utilities and other services furnished by GSA for use of the Occupant.
9. On or before the date of expiration or termination of this Occupancy Agreement, the Occupant shall vacate the premises, remove its property therefrom and restore the premises to a condition satisfactory to GSA.
10. In the event this Occupancy Agreement is revoked, the Occupant shall vacate the premises, remove its property therefrom and restore the premises as aforesaid within such time as the GSA may designate.
11. Occupant shall secure the premises to the delineated area as identified in Exhibit "A" and is subject to change after written approval from GSA.
12. Occupant will clear all contractor(s) in accordance with Homeland Security Presidential Directive-12.
13. Occupant shall comply with all laws, regulations, codes, ordinance, conditions, and instructions affecting the activity hereby Occupancy Agreement when issued by any federal, state, interstate, or local governmental agency having jurisdiction or authority oversight.
14. Occupant shall employ all practices and methodologies available to them to continually reduce the risk posed by fire, weather, environmental, and any other condition that could cause harm to the UACs. The area shall be maintained to ensure a safe and healthful environment. **A more thorough mitigation plan shall be provided by HHS to GSA by no later than December 31, 2018.**
15. Occupant shall comply with the standards set forth in "PBS-P100 Facilities Standards for the Public Buildings Service" issued April 2017 by the General Services Administration (GSA), including but not limited to design standards, document format, site surveys, design review, installation, and inspections.

- URL: https://www.gsa.gov/cdnstatic/2017_Facilities_Standards_%28P100%29C2%A0.pdf

TERMS AND CONDITIONS-OCCUPANCY AGREEMENT ATX09710

EXHIBIT "B"

16. Occupant, GSA Supervisory Property Manager, and GSA's Local Building Manager or Local designee shall have a pre-project kick off meeting, in which GSA's Supervisory Manager shall approve project kick-off, date, and time-frame.
 - o GSA's Supervisory Property Manager:
Samuel Tran 700, East San Antonio Ave, Ste. 403 El Paso, Texas 79901 / Office: 915-534-6269 / Cell: 915-246-7191 / Email: samuel.tran@gsa.gov
 - o GSA's Local Building Manager:
Jacob Monje, 700 E. San Antonio, Ste. 403 El Paso, Texas 79901 / Office: 915 534 6267 / Cell: 915 222 9270 / Email: jacob.monje@gsa.gov
17. Occupant shall coordinate all on-site project activities with GSA's Local Building Manager or designee prior to any on-site activities throughout the covered period of this Occupancy Agreement., in which GSA's Local Building Manager shall approve all pre or post project logistic activities (temporary or permanent) including but not limited to, project location, ingress/egress, hours of operation, and phasing.
 - o GSA's Local Building Manager:
Jacob Monje, 700 E. San Antonio, Ste. 403 El Paso, Texas 79901 / Office: 915 534 6267 / Cell: 915 222 9270 / Email: jacob.monje@gsa.gov
18. Occupant's installation contractor(s) shall be a subject matter expert and comply with all applicable local, state, and federal laws and codes associated with the Occupancy Agreement activity.
19. Occupant shall prepare installation site location in accordance with manufacturer's recommendations or PBS P-100 standards, whichever is greater and provide documentation of compliance to GSA's local Building Manager or designee.
20. Occupant shall coordinate pre-design and construction site surveys with GSA's Local Building Manager or designee 10 days prior to scheduling on-site activity and ascertain site survey approval 5 days prior to arriving on-site to perform on-site activity or as delegated and agreed.
21. Occupant shall prepare and provide preliminary construction documents to GSA's Local Building Manager or designee for GSA review and approval 30 days prior to scheduling on-site activity or as delegated and agreed.
22. Occupant shall provide, in CAD file format final signed and sealed construction documents to GSA's Local Building Manager for GSA review and approval 30 days prior to scheduling any on-site construction activity or as delegated and agreed.
23. Occupant shall provide construction schedules to GSA's Local Building Manager for GSA review and approval 30 days prior to scheduling any on-site construction activity or as delegated and agreed and further provide updates, milestones, and project changes as project dictates.
24. Occupant shall provide final inspection notes, as built drawings in CAD file Format, and project acceptance documents to GSA's Local Building Manager for uploading into GSA's property databases (CFR) within 30 days of completion of on-site construction activities or as delegated and agreed.
25. Occupant must cure any work that does not meet applicable local, state, and federal codes and/or GSA P-100 standards within 72 hours of noted deficiency or as delegated and agreed.
26. Occupant shall locate and not interrupt or disturb any unrelated existing on-site service lines or shall coordinate interruption and acquire prior approval from GSA's Local Building Manager or designee 5 days prior to interruption.
27. Occupant is responsible for any interruption of services and shall take corrective action immediately. GSA's Local Building Manager is to be notified within 1 hour of any service interruption and provided a plan of correction within 2 hours of the occurrence or as delegated and agreed.

TERMS AND CONDITIONS-OCCUPANCY AGREEMENT ATX09710

EXHIBIT "B"

28. Occupant is responsible for any damage caused to the existing site by the Occupant's contractor(s) and shall correct immediately. GSA's Local Building Manager shall be notified of the damage within 1 hour and provided a written plan of correction within 24 hours of the damage occurrence.
29. Occupant shall fully complete all work approved under this Occupancy Agreement to a complete and functioning improvement state and not rely on future work to make Occupancy Agreement activity fully usable.
30. The Occupancy Agreement activity is limited to initiation and completion of the project specified and described in the attached supporting documents.
31. Occupant shall not make additional additions to or alterations of the property without the prior written consent of the GSA or its authorized representative.
32. GSA reserves the right to direct the Occupant to perform remediation or repair associated with the Occupancy Agreement activity throughout the placement period of the Occupancy Agreement.
33. Occupant's request letter and preliminary scope of work is referenced in the HHS letter "Proposal to use Tornillo Land Port of Entry to House Unaccompanied Alien Children" dated June 6, 2018.
34. Occupant's construction contractor(s) who performs any work on the property shall obtain and maintain insurance policies which meet or exceed the conditions set forth in paragraphs 21-29 of these Special Conditions.
35. Occupant's contractor(s) shall obtain and maintain liability insurance in an amount of not less than \$1,000,000.00 combined single limit for accidents or occurrences which cause bodily injury, death or property damage to any member of the public caused by or related to the construction, installation, operation, maintenance replacement, removal or other activity related to the property.
36. Occupant's contractor(s) insurance policy shall include the exact location/address of the site and specifically add GSA, its employees and officials, as their interest may appear, as additional insureds and be maintained throughout of this Occupancy Agreement.
37. Occupant's contractor(s) shall provide a Certificate of Commercial General Liability Insurance and additional insured endorsement page, which show the project location and GSA added as an additional insured.
38. Occupant's contractor(s) shall provide a copy of the policy's endorsement page confirming GSA's name has been added as an additional insured and project location named prior to commencement of any work under the terms of this Occupancy Agreement.
39. Occupant shall repair or pay for all actual damages done to GSA's property and improvements or to the improvements of the GSA's tenants caused by work performed under the Occupancy Agreement.
40. Occupant agrees to defend GSA and remain responsible (financially and otherwise) for all claims, disputes, appeals and other legal actions arising out of actions of the Occupant's personnel, contractor(s) and other agents.
41. Occupant acknowledges that GSA will have no responsibility or liability, either directly or indirectly for any personal injury, and/or personal property damage claims against the Government that arises out of or relate to the performance of the work at the facility under the terms of this Occupancy Agreement.
42. Occupant will be the lead federal agency responsible for the administrative handling of any tort claims filed pursuant to the Federal Tort Claims Act (28 U.S.C. §§ 1346(b), 2671-2680).
43. Occupant shall be responsible for all expenses associated with the Occupancy Agreement activity.

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EXHIBIT "B"

44. GSA reserves a right of access across the property to enable to perform work on Federal lands adjoining the property. GSA further reserves a right of access onto to any part of the property that GSA is required to take an action required under applicable federal law.
45. Pertinent and relevant federal regulations and standards are found below, but not limited to other consensus standards and applicable regulations dependent upon operations:

29 CFR 1910.106 Flammables and Combustibles

40 CFR 70 Air Permits

29 CFR 1910 Subpart J Temporary Camps(Cafeteria Sleeping Quarters)

29 CFR 1910.141 Sanitation(Waste, Vermin Control)

29 CFR 1910.38 Emergency Action Plan

40 CFR 112 Spill Containment

29 CFR 1910.303-399 Electrical

29 CFR 1910 Subpart H and Subpart M Cylinders

29 CFR 1910.1200 Hazardous Chemical Listing

29 CFR 1910 Subpart G Noise and Environmental Hazards

29 CFR 1910 Subpart E Means of Egress

29 CFR 1910 Subpart D Walking/Working Surfaces Slip Trip and Falls

2018-NFPA 101 Life Safety Code - Chapter 7

2016-NFPA-102 Grandstands, Folding and Telescoping Seating, Tents, and Membrane Structures

2018-NFPA-1 Fire Code, 2018 Electrical Safety in the Workplace

2018 IBC Chapter 31-Tents and other membranes

In addition to 2018 IBC Chapter 31-Tents and other membranes requirements, tent spacing will be 12' unless acceptable mitigation plan approved by GSA to reduce to 6' spacing. Mitigation factors include, but not limited to: (i) 2 supervisors per tent; (ii) 2 fire extinguishers (one located at each end of the tent); (iii) smoke and carbon monoxide detector in each tent; and (iv) sufficient number of Class I fire apparatus to respond to a fire within 1 minute.

40 CFR Section 1500-1508

Any actions taken on GSA property must be done in accordance with Section 102 of the National Environmental Policy Act (NEPA) of 1969 (42 United States Code [USC] 4321 to 4370d), as implemented by the regulations promulgated by the Council on Environmental Quality (CEQ) (40 Code of Federal Regulations [CFR] §1500-1508). The principal objectives of NEPA are to ensure the careful consideration of environmental aspects of proposed actions in Federal decision-making processes and to make environmental information available to decision makers and the public before decisions are made and actions are taken. Additionally, General Services Administration (GSA) NEPA guidelines, namely the 1999 GSA Public Buildings Service (PBS) NEPA Desk Guide must be followed.